

decree of condemnation and destruction of such portion of the product as was unfit for food, judgment was entered finding the product to have been shipped in violation of the said act, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$1,000, in conformity with section 10 of the act, conditioned in part that the good portion be separated from the portion unfit for food and that the bad portion be not sold or otherwise disposed of contrary to law.

C. W. PUGSLEY, *Acting Secretary of Agriculture.*

10560. Misbranding of cottonseed meal and cottonseed cake. U. S. * * * v. Rufus W. Henderson and Myron C. Stockbridge (Henderson Cotton Oil Co.). Pleas of guilty. Fines, \$100. (F. & D. Nos. 10767, 12352. I. S. Nos. 10827-r, 10870-r, 12033-r.)

On October 16, 1919, and August 11, 1920, respectively, the United States attorney for the Western District of Louisiana, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district informations against Rufus W. Henderson and Myron C. Stockbridge, copartners, trading as the Henderson Cotton Oil Co., Shreveport, La., alleging shipment by said defendants, in violation of the Food and Drugs Act, as amended, from the State of Louisiana into the State of Kansas, on or about February 19, 1918, and February 22, 1919, respectively, of quantities of cottonseed meal, and on or about December 13, 1918, of a quantity of cottonseed cake, all of which were misbranded.

Analysis of a sample of the cottonseed meal from the consignment of February 19, 1918, by the Bureau of Chemistry of this department, showed that it contained 35.75 per cent of protein and 13.98 per cent of crude fiber. Analysis of a sample of the cottonseed cake by said bureau showed that it contained 37.53 per cent of protein, 13.50 per cent of crude fiber, and 6.00 per cent of nitrogen. Examination of 61 sacks of the cottonseed cake showed that the average net weight thereof was 97.66 pounds.

Misbranding of the cottonseed meal consigned February 19, 1918, and of the cottonseed cake was alleged in substance in the informations for the reason that the statements, to wit, "Protein 38.55%" and "Crude Fibre 12.00%," with respect to the former, and the statements, to wit, "Guaranteed Analysis * * * 99 Lbs. Net Protein 38.55% * * * Crude Fibre 12.00% * * * Equivalent Nitrogen 6.17%," with respect to the latter, borne on the tags attached to the sacks containing the respective articles, regarding the said articles and the ingredients and substances contained therein, were false and misleading in that the said statements represented that both articles contained not less than 38.55 per cent of protein and not more than 12 per cent of crude fiber, that the cottonseed cake contained not less than 6.17 per cent of equivalent nitrogen, and that the sacks containing the said cottonseed cake contained 99 pounds thereof, and for the further reason that the articles were labeled as aforesaid so as to deceive and mislead the purchaser into the belief that they both contained not less than 38.55 per cent of protein and not more than 12 per cent of crude fiber, that the said cottonseed cake contained not less than 6.17 per cent of equivalent nitrogen, and that the sacks containing the said cottonseed cake contained 99 pounds thereof, whereas, in truth and in fact, the said articles did contain less than 38.55 per cent of protein and more than 12 per cent of crude fiber, the cottonseed cake contained less than 6.17 per cent of equivalent nitrogen, and the sacks containing the same did not contain 99 pounds thereof. Misbranding was alleged with respect to the said cottonseed cake and to the cottonseed meal consigned February 22, 1919, for the reason that they were food in package form, and the quantity of the contents was not plainly and conspicuously marked on the outside of the said packages.

On May 22, 1922, the defendants entered pleas of guilty to the respective informations, and the court imposed fines in the aggregate sum of \$100.

C. W. PUGSLEY, *Acting Secretary of Agriculture.*

10561. Adulteration and misbranding of rice bran. U. S. * * * v. Benedict Commission Co., Ltd., a Corporation. Plea of guilty. Fine, \$30. (F. & D. No. 10788. I. S. No. 16229-r.)

On October 18, 1919, the United States attorney for the Eastern District of Louisiana, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Benedict Commission Co., Ltd., a corporation, New Orleans, La., alleging ship-

ment by said company, on or about December 3, 1918, in violation of the Food and Drugs Act, as amended, from the State of Louisiana into the State of South Carolina, of a quantity of rice bran which was adulterated and misbranded.

Analysis of a sample of the article by the Bureau of Chemistry of this department showed that it contained added ground rice hulls.

Adulteration of the article was alleged in the information for the reason that a substance, to wit, ground rice hulls, had been mixed and packed therewith so as to lower and reduce and injuriously affect its quality and had been substituted in part for bran, which the said article purported to be.

Misbranding was alleged for the reason that the statement, to wit, "Bran," borne on the sacks containing the article, regarding the article and the ingredients and substances contained therein, was false and misleading in that it represented that the said article was bran, and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it was bran, whereas, in truth and in fact, the said article was not bran but was a product containing added ground rice hulls. Misbranding was alleged for the further reason that the article was a product containing added ground rice hulls and was prepared in imitation of, and sold under the distinctive name of, another article, to wit, bran; and for the further reason that it was food in package form, and the quantity of the contents was, not plainly and conspicuously marked on the outside of the package.

On December 6, 1921, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$30.

C. W. PUGSLEY, *Acting Secretary of Agriculture.*

10562. Adulteration and misbranding of rice bran. U. S. * * * v. John T. Gibbons. Plea of guilty. Fine, \$20. (F. & D. No. 12337. I. S. No. 16157-r.)

On July 3, 1920, the United States attorney for the Eastern District of Louisiana, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against John T. Gibbons, New Orleans, La., alleging shipment by said defendant, in violation of the Food and Drugs Act, on or about December 16, 1918, from the State of Louisiana into the State of North Carolina, of a quantity of rice bran which was adulterated and misbranded. The article was labeled in part: "150 Lbs. Rice Bran J. T. Gibbons, New Orleans, La. * * *."

Analysis of a sample of the article by the Bureau of Chemistry of this department showed it to contain 14.85 per cent of crude fiber, indicating the presence of approximately 6.5 per cent of added hulls.

Adulteration of the article was alleged in the information for the reason that a substance, to wit, rice hulls, had been mixed and packed therewith so as to lower and reduce and injuriously affect its quality and strength and had been substituted in part for rice bran, which the said article purported to be.

Misbranding was alleged for the reason that the statements, to wit, "Rice Bran" and "Guaranteed Analysis * * * Fibre 12.00%," borne on the tags attached to the sacks containing the article, regarding the article and the ingredients and substances contained therein, were false and misleading in that they represented that the said article was rice bran and that it contained not more than 12 per cent of fiber, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it was rice bran and that it contained not more than 12 per cent of fiber, whereas, in truth and in fact, it was not rice bran but was a mixture composed in part of rice hulls, and it did contain more than 12 per cent of fiber, to wit, approximately 14.85 per cent of fiber. Misbranding was alleged for the further reason that the article was a mixture composed in part of rice hulls, prepared in imitation of, and sold under the distinctive name of, another article, to wit, rice bran.

On December 9, 1921, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$20.

C. W. PUGSLEY, *Acting Secretary of Agriculture.*

10563. Misbranding of Brodie cordial. U. S. * * * v. I. L. Lyons & Co., Ltd., a Corporation. Plea of guilty. Fine, \$20. (F. & D. No. 13232. I. S. No. 6787-r.)

On June 21, 1921, the United States attorney for the Eastern District of Louisiana, acting upon a report by the Secretary of Agriculture, filed in the